

AG Contract No. KR96-2562-TRN  
ADOT ECS File No. JPA 96-175  
Project: RAM-600-2-522/H4047 01C  
Section: SR-51, Thunderbird Road - Bell Road  
Bike Path and Drainage Improvements

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

78433

THIS AGREEMENT is entered into 11 September, 1997, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and the City Charter, Chapter 2, Section 2 to enter into this agreement and has by resolution/ordinance, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project to SR-51 from Thunderbird Road to Bell Road contemplated by the State, the City has requested the State; (1) design and construct a ten (10) foot asphalt bike path from the intersection of 36th Street and Tierra Buena Lane to Paradise Lane, and from Thunderbird Road to Bell Road including grade-separated bike crossings over Greenway Road and Bell Road, (2) design and construct a ten (10) foot concrete path connecting the cul-de-sacs at Nisbet Road and Blanche Drive, (3) design and construct storm drain improvements in Bell Road from manhole 49, station 23+40, east to approximately 38th Street; hereinafter referred to as the Project. The cost of the City improvements, estimated at \$70,908.00, includes design, construction and 14% construction engineering and administration costs and is detailed on Exhibit A, which is attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>21875</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/11/97</u>
<u>Gene A. Hall</u> Secretary of State
By <u>Vicky Greenwood</u>

## II. SCOPE

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for a construction bidding and construction of the Project. Coordinate with the City and incorporate City design review comments.

b. Call for bids, and with the concurrence of the City, award one or more contracts to accomplish the Project. Administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion, approve and accept the Project on behalf of the parties hereto as complete.

d. Upon execution of this agreement, invoice the City in the amount of \$70,908.00.

e. Upon completion of the design and construction of the Project, invoice or reimburse the City any difference between the amount paid by the City and the actual costs for design, construction and 14% construction engineering and administration costs. Include a detailed recapitulation of costs with the invoice (items on Exhibit A only or additional change orders approved by the City).

### 2. The City will:

a. Review the design documents and provide comments.

b. Be responsible for any design consultant or contractor claims for extra compensation attributable to the City.

c. Reimburse the State within 30 days after receipt of invoices for the actual cost of design, construction, plus 14% for construction engineering and administration costs, in a total amount currently estimated at \$70,908.00.

d. Upon completion and acceptance of the Project by the State, provide maintenance to Project, including but not limited to (1) maintain structural integrity of bike path overpasses at Greenway Road and Bell Road (superstructure and substructure) and bike path pavement, (2) maintenance of all lighting associated with the bike path overpasses and approach ramps, (3) electrical energy to operate the lighting, and (4) litter control and graffiti removal in areas and surfaces along and adjacent to bike paths.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the work contemplated herein and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, MD 616E  
Phoenix, AZ 85007

City of Phoenix  
Street Transportation Director  
200 W. Washington - 5th floor  
Phoenix, AZ 85003-1611

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

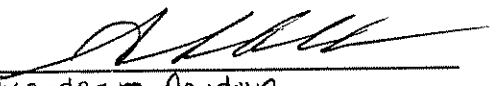
**CITY OF PHOENIX**, a Municipal  
Corporation, Frank Fairbanks, City Manager

**STATE OF ARIZONA**  
Department of Transportation

By   
JAMES H. MATTESON, P.E.  
Street Transportation Director

By   
PETER L. ENO  
Contract Administrator

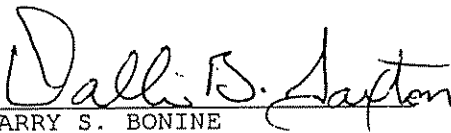
ATTEST

By   
Alexander M. Cordova  
**ACTING** City Clerk

RESOLUTION

BE IT RESOLVED on this 14th day of November 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, enter into an agreement with the City of Phoenix to design and construct bike paths and drainage improvements along SR 51 from Thunderbird Road to Bell Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

CITY OF PHOENIX, ARIZONA  
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION REQUESTED      Formal Action: Bid Award ☐ License Application ☐ Other ☐  
Ordinance ☐ Resolution ☒ Emergency Clause? ☐ N (Y/N)

SUBJECT      DISTRICT NOS. 2 AND 3 - AGREEMENT BETWEEN ADOT AND THE CITY OF  
PHOENIX FOR BIKE PATH AND DRAINAGE IMPROVEMENTS ON THE SQUAW  
PEAK HIGHWAY BETWEEN THUNDERBIRD ROAD AND BELL ROAD  
(NOTE: Include the word DISTRICT or CITYWIDE in Subject.)

PREPARED BY      Name: Daniel P. Matthews      Phone: 2-4057      WP Doc: iga9703.rca  
Backup being sent under separate cover? (Y/N) N

RECOMMENDED BY      Department Name: Street Transportation  
Date Prepared: 3/14/97      Div. Approval: J. Donald Herp  
Req. Agenda Date: 4/9/97      Dept Approval: James H. Matteson  
If prepared for a different department:  
Dept. Name/Approval: \_\_\_\_\_

BID AWARD/ FORMAL ACTION      Bid Bond Required? ☐      Performance Bond Required? ☐  
Submitted By Low Bidder? ☐      Amount? \$ \_\_\_\_\_  
Contract Required? ☐      Requisition No. \_\_\_\_\_  
  
Contract Amendment? ☐      Current Contract No: \_\_\_\_\_  
Approved by: Ord. \_\_\_\_\_ FA \_\_\_\_\_ on Date: \_\_\_\_\_

BUDGET INFORMATION      S 70,908      To Be Encumbered? ☐ N (Y/N)  
Fiscal Year? \_\_\_\_\_  
Source of Funds: StormSewer Funds      Bikeway Funds \_\_\_\_\_  
Index Code (s): 954917      990770  
Subobject(s): 4702      4702  
Availability of Funds Approval: Cecile Pettie

CITY MANAGER'S OFFICE

Approved by: George Britton 3/27/97      C.M Control Number 02

CITY CLERK DEPARTMENT

RECORDS SECTION      File Number: F-2766/3615      RCA Number: 19999  
Ordinance Number: \_\_\_\_\_      Resolution Number: 18896  
AGENDA ACTION      This item was: Adopted  
Contract Number (if applicable): 78433  
Comments: \_\_\_\_\_

COUNCIL SUPPORT      Agenda Date: 4/9/97      ITEM NUMBER: 39

DISTRICT NOS. 2 AND 3 - AGREEMENT  
BETWEEN ADOT AND THE CITY OF  
PHOENIX FOR BIKE PATH AND DRAINAGE  
IMPROVEMENTS ON THE SQUAW PEAK  
HIGHWAY BETWEEN THUNDERBIRD ROAD  
AND BELL ROAD

Request to authorize the City Manager to enter into an agreement with the State of Arizona through its Department of Transportation (ADOT) for bike path and drainage improvements on the Squaw Peak Highway between Thunderbird Road and Bell Road.

The City of Phoenix has requested that the State of Arizona design and construct a ten foot asphalt bike path from 36th Street and Tierra Buena Lane to Paradise Lane, and from Thunderbird Road to Bell Road including grade separated crossings over Greenway Road and Bell Road. The City of Phoenix has also requested that the State design and construct a ten foot concrete path connecting the cul-de-sacs at Nisbet Road and Blanch Drive. Also, the City has requested that the State design and construct storm drain improvements in Bell Road from manhole 49, station 23+40 east to approximately 38th Street. The estimated cost of these improvements is \$70,908 and includes design, construction and 14% construction engineering and administration costs.

The State will design, bid, and construct this work and will invoice the City upon execution of this agreement for \$70,908.

The City will reimburse the State within 30 days after receipt of invoices for the actual cost of design, construction, and 14% construction engineering and administration.

The cost breakout for this work is as follows:

Asphalt and Concrete Bike Paths (Bikeway Funds)	
Design	\$9,997.00
Construction	<u>13,524.00</u>
Subtotal	<u>\$23,521.00</u>
Drainage Improvements (Storm Sewer Funds)	
Design	\$3,413.00
Construction	<u>43,974.00</u>
Subtotal	<u>\$47,387.00</u>

Total	<u>\$70,908</u>
-------	-----------------

## EXHIBIT A



## DERIVATION OF COST PROPOSAL - SUMMARY

(Figures Rounded to nearest \$1.00)

### V.) City of Phoenix Parks Improvements (Bikepath - Tierra Buena to Paradise Lane)

#### Estimated Direct Labor

Classification	Estimated Personhours	Average Hourly Rate	Labor Costs
Project Principal	0	\$37.84	\$0
Project Manager	11	\$38.28	\$421
Project Engineer	23	\$27.09	\$623
Engineer/Designer	62	\$21.83	\$1,353
Technician/Drafter	53	\$17.59	\$932
Secretary/Clerical	4	\$14.66	\$59
<b>Total</b>	<b>153</b>		<b>\$3,389</b>

Total Estimated Labor	<u>\$3,389</u>	EC-10
Overhead Provisional / Maximum @ 150% of (Est. Labor)	<u>\$5,083</u>	EC-20

Total Estimated Labor and Overhead \$8,472

#### Estimated Direct Expenses

Reproduction	\$12	
CADD	\$480	
Mail & Delivery	\$0	
Mileage	\$16	
Supplies	\$0	
Total Estimated Expense	<u>\$508</u>	EC-30

#### Estimated Outside Services and Consultants

AGRA Earth & Environmental	\$0	
AZTEC Engineering	\$0	
HLA Infrastructure	\$0	
SVR, Inc	\$0	
Bolduc Smiley & Associates	\$0	
Total Estimated Outside Services	<u>\$0</u>	EC-40
Total Estimated Cost to Consultant	<u>\$8,980</u>	
Net Fee (Direct Labor+OH x 12%)	<u>\$1,017</u>	EC-50
<b>TOTAL ESTIMATED COST</b>	<u><b>\$9,997</b></u>	

RAM 600-2-322

## CITY OF PHOENIX ENHANCEMENTS

V.) BIKEWAY EXTENSION PARADISE LANE TO TIERRA BUENA

HDR

HDR

Sheet Title	No. Sheets	Hrs/ Sheet	Proj Princ.	Proj. Manager	Proj. Engineer	Eng./ Designer	Tech./ Drafter	Sec./ Clerical	Total Hours
Horizontal Alignment				1	2	8	10		21
Vertical Profile	2			2	3	12	15	1	33
Misc. Details	1			2	8	14	16	1	41
Reviews & Revisions				4	8	12	12	2	38
Specifications / Cost Est.				2	2	16			20



ITEM VI. - BELL ROAD DRAINAGE						
CLASSIFICATION	ESTIMATED HOURS	AVERAGE HOURLY RATE	LABOR COST			
Project Principal	0	\$37.84	\$0.00			
Project Manager	0	\$38.28	\$0.00			
Project Engineer	40	\$27.09	\$1,083.60			
Engineer/Designer	0	\$21.83	\$0.00			
Technician / Drafter	16	\$17.59	\$281.44			
Steno / Clerical	0	\$14.66	\$0.00			
Total Estimated Hours	56					
Total Estimated Cost			\$1,365.00			
Overhead - Prov. Max @ 150% of Direct Labor			\$2,048.00			
Subtotal			\$3,413.00			
Description	Quantity	Unit Price	Estimated Cost	Bid Price	Cost	
36" RCP	380	\$60.00	\$22,800.00	\$69.00	\$26,220	
24" RCP	99	\$45.00	\$4,455.00	\$46.00	\$4,554	
Manhole (C-18.01)	1	\$2,250.00	\$2,250.00	\$2,800.00	\$2,800	
Conc. Catch Basin	2	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000	
Subtotal			\$35,505.00		\$38,574.00	
14% E&C			\$4,971.00		\$5,400.00	
Total			\$40,476.00		\$43,974.00	

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 13th day of August, 1997.

Michael D. Hauer

**ACTING** City Attorney  
DLB



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR96-2562TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 29, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section